CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in

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CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved OMB No. 0704-0188

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Form Approved CONTRACT DATA REQUIREMENTS LIST OMB No. 0704-0188 (1 Data Item) Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington the address Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Parlington 14 22202-4302 and to the Office of Management and Budget, Paragonal Reduction Project (A204-0198) Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E. C. CATEGORY: A. CONTRACT LINE ITEM NO. B. EXH/ATCH NO. OTHER Engineering TDP D. SYSTEM/ITEM F. CONTRACTOR E. CONTRACT/PR NO. 1560-00-280-2923 17.PRICE GROUP 3 SUBTITLE 2. TITLE OF DATA ITEM 1. DATA ITEM NO. CERTIFICATION DATA/REPORTS 0005 18.ESTIMATED 6. REQUIRING OFFICE 5. CONTRACT REFERENCE 4. AUTHORITY (Data Acquisition Document No.) TOTAL PRICE NAVICP-P DI-MISC-80678/T3 14. DISTRIBUTION 12. DATE OF FIRST SUBMISSION 10. FREQUENCY 9. DIST STATEMENT 7. DD 250 REQ b. COPIES SEE BLOCK 16 AS REQ REQUIRED t.m Final 11. AS OF DATE DATE OF SUBSEQUENT 8. ADP CODE Reg Repro SUBMISSION SEE BLOCK 16* a . ADDRESSEE 16. REMARKS DCMC/ACO 1/0 PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5, APPLY 1/0 DCMC/QAR 1/0 BLOCK #9: Statement B, US Government, Naval Inventory Control Point PCO BLOCK #12: Upon submittal of FIRST ARTICLE/PRODUCTION LOT test sample(s). NADEP NORIS 1/0 BLOCK #13: Required if process/operation changes after approval of FIRST ARTICLE/PRODUCTION LOT test. BLOCK #3: SEPARATE REPORTS SHALL BE PROVIDED FOR THE BELOW LISTED SUBTITLES. CERTIFICATION REPORTS FOR THE PROCESS AND MATERIAL SPECIFICATIONS SHALL INCLUDE CERTIFICATION THAT ALL VENDORS PERFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED SOURCES. IN THE CASE WHERE OTHER THAN THE OEM'S SPECIFICATIONS ARE TO BE UTILIZED SEPARATE CERTIFICATION ARE REQUIRED. BLOCK #5: CONTRACT REFERENCE: Material Certification and Analysis Documentation for: P/N: (36659) 1283324-101 Faying surfaces coated with Lockheed Spec LCM40-2121 per PB75-502. 2. Demagnetize per LCP70-1067A MADZ 7. All special processes to be in accordance with drawing requirements.

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

15. TOTAL

QUALITY ASSURANCE PROVISIONS

NSN: 1560-00-280-2923 P/N: (98897) 1283324-101

NOMEN: Crib Assy., Tab Control-Elevator

SCOPE

1. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with Lockheed drawing number (98897) 1283324-101, Revision "A" or latest revision and all details and specifications referenced therein.

- 2. Unless, expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.
- 3. The use of MIL-W-81381 wire in any item to be delivered under this procurement is prohibited. The foregoing prohibition applies notwithstanding any reference to MIL-W-81381 wire that may be made in any of the drawings or specifications for this procurement. MIL-W-22759 series wire shall be used in lieu of MIL-W-81381 wire, in any place where MIL-W-81381 wire is cited in this procurement. Any questions concerning this requirement should be directed to the Procuring Contracting Officer.
- 4. If MIL-STD-454 is referenced in the drawings or in the specification, the contractor is expected to show compliance with MIL-STD-2000A. Personnel performing tasks in accordance with MIL-STD-2000A shall be trained and certified as required by MIL-STD-2000A paragraph 5.1.4.
- 5. Markings shall be in accordance with MIL-STD-130, Revision <H>, paragraphs 5.3.3 (a), (b), (c) and (g). Method and location shall be in accordance with drawing.
- 6. The contractor shall include on the detailed process/operation sheets developed, (1) all in house manufacturing processes and (2) the identity of all manufacturing sources performing processes/operations outside their facility. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the Basic Design Engineering activity, via the PCO.
- 7. The Inspection Method Sheets, which list the characteristics of each item produced under the contract, shall have serial number traceability to the raw material, casting, or forging.

APPLICABLE DOCUMENTS

DRAWING NUMBER CAGE REV DOC TYPE DIST CD SHT NUMBER REV TYP SIZE 1283324-101 98897 A X

REQUIREMENTS - NOT APPLICALE

QUALITY ASSURANCE

- 1. The tests to be performed under the First Article approval clause (FAR 52.209-4) of the contract are listed below.
- 1.1. Dimensional test (special) <APPLIES>
- 1.2. Requirements of:

< N/A >

1.3. Form:

<APPLIES >

1.4. Fit:

< APPLIES >

1.5. Function:

< N/A >

- 1.6. Compliance with drawing (98897) 1283324-101, Revision "A" or latest revision and specifications referenced therein.
- 2. In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the article(s) comply with contract requirements.
- 3. The contractor shall be responsible for providing the necessary parts and repair of the First Article Sample(s) during testing.
- 4. The cost of the Government testing effort set forth in this solicitation is estimated to be \$ 1500.00 for the first article testing. This cost factor will be added, for solicitation purposes, to the price of all offerors for whom the government will require such testing.
- 5. Disposition of FAT samples
- 5.1. <N/A> Sample(s) shall not be returned to the contractor because they shall be destroyed during testing.

5.2. <APPLIES> Unless otherwise provided for in the contract, sample(s) shall be returned to the contractor and may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue condition and provided the sample(s) have inspection approval from the cognizant DCMC QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

<N/A> Sample(s) shall be returned to the contractor but shall not be considered as production due.

- 6. Test Sample Coating Instructions
- 6.1. Samples are to be unpainted. Corrosive areas are to be coated with a light preservative.
- 7. FAT Approval Criteria
- 7.1. FAR 52.209-4 applies
- (A) The contractor shall deliver <2> unit(s) of the following CAGE (26512) Part Number 1283324-101, Revision "A" within <120> calendar days from the date of this contract to the Government at:

Naval Aviation Depot ATTN: Mrs. Debbie Rodr Code: 93001, Bldg. 341 NAS North Island, CA 92135-7058 (619) 545-3828 FAX (619) 545-3320

Marking of test sample(s) shipping container shall be as follows, citing this contract number: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK CONTRACT NUMBER: ______"

For First Article Test, the shipping documentation shall contain this contract number and lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

(B) Upon shipment of First Article sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250) bearing the QAR's signature and indication of preliminary inspection shall be forwarded to the NAVICP-Philadelphia code cited in Block 10.a of SF33, with duplicate copies to NAVICP code 072 and to the designated test facility. The envelopes shall be clearly marked: "DO NOT OPEN IN MAIL ROOM."

Within 60 days after receipt of the samples, the test site shall complete testing/evaluation and submit two (2) copies of their test report with conclusions and recommendations to the NAVICP code cited in Block 10.a of the SF33.

- (C) Within 90 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the approval, conditional approval, or disapproval of the First Article. The notice of approval, conditional approval, or disapproval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for disapproval.
- (D) If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph (B) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- (E) If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.
- (F) Unless otherwise provided in the contract, the contractor
 - (1) May deliver the approved First Article, as part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing: and
 - (2) Shall remove and dispose of any First Article from the Government test facility at the contractors expense.
- (G) If the Government does not act within the time specified in paragraph (B) or (C) above the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (H) The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article test.
- (I) Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of

the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

- (J) The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.
- (K) The contractor shall provide specific written notification to the procuring contracting officer informing him/her of the shipment of any article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the NAVICP code specified in Block 10.a of the SF33, with copies to NAVICP code 072 and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.
- (L) Fourteen (14) days prior to shipment of First Article Samples, the contractor shall notify the designated test facility in writing of the anticipated shipping date, with an information copy to the PCO, NAVICP-Philadelphia, Attn: (Cite code found in Block 10.a of the SF33). The contractor shall also arrange for preliminary inspection of test samples by contractor shall also arrange for preliminary inspection of test samples by the DCMC/QAR.
- 8. Alternate Offers Waiver of First Article Approval Requirements. (The following provisions supersede any waiver of First Article Approval Requirements terms set forth in clause 52.209-3 or 52.209-4 as appropriate)
- (A) Unless otherwise specified in the solicitation, the Naval Inventory Control Point reserves the right to waive the First Article Approval Requirements specified herein for offerors who have previously furnished identical production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of First Article Requirements shall submit evidence with its offer establishing that:
 - (I) the last production unit was delivered within three (3) years of the issue date of this solicitation, and
 - (II) the production location to be used for this requirement is the same as used for the previous production

Additionally, the offeror shall submit a certification, to be executed by the officer or employee for the offer, stating that

(I) the articles to be provided will be produced using the same facilities, processes, sequences of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, and

(II) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001).

- (B) Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein one that is based on compliance with the First Article Approval Requirements and one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements it will be deemed to be based on compliance with the First Article Approval Requirements.
- (C) In the event of the First Article Approval Requirement is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government

Offeror's Proposed Alternate Delivery Schedule (Based on Waiver of First Article Approval Requirements)

<APPLIES >

Within Days:						
Item No.	Quantity:	After Date of Contract:				
9. Production Lot Sample Te production lot sample testing		ne tests to be performed under the intract are as follows:				
9.1. Workmanship Production lot samples shall	be inspected to deter	mine the general workmanship.				
9.2. Dimension check Production lot samples shall drawings and/or specification <applies></applies>	-	mine compliance with applicable				
9.3. Form:						

9.4. Fit:

<APPLIES >

9.5. Function:

< N/A >

9.6. Requirements of:

< N/A >

- 10. In addition to the above tests, the production lot samples to be delivered hereunder shall also be subjected to those tests that will demonstrate that the samples comply with the contract requirements.
- 11. The contractor will be responsible for providing the necessary parts and repair of the production lot sample during testing.
- 12. The cost of the Government testing effort set forth in this solicitation is estimated to be \$ 1000.00 for each lot of production lot testing. This cost factor will be added, for solicitation purposes, to the price of all offerors for whom the Government will require such testing.
- 13. Disposition of Test Samples
- 13.1. < N/A > Samples shall be returned to the contractor because they shall be destroyed during testing.
- 13.2. <APPLIES > Unless otherwise provided for in the contract, samples shall be returned to the contractor and may be considered as production items under the contract provided the samples can be refurbished to Ready For Issue condition and provided the samples have inspection approval of the cognizant DCMC QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.
- 13.3. < N/A > Samples shall be returned to the contractor but shall not be considered as production due.
- 14. Production Lot Samples Testing Criteria
- 14.1. (A) The production lot samples shall be <2> selected at random by the cognizant Government inspector. All transportation charges will be prepaid by the contractor and will be shipped to:

Naval Aviation Depot ATTN: Mrs. Debbie Rodr Code: 93001, Bldg. 341

NAS North Island, CA 92135-7058

(619) 545-3828

The samples shall be identified by contract number and lot number and shall be clearly marked as follows:

PRODUCTION LOT SAMPLES NOT RFI MATERIAL DO NOT TAKE UP IN STOCK

- (B) Fourteen (14) days prior to the shipment of the Production Lot Samples, the contractor shall notify the designated test facility, in writing, of the anticipated shipping date, with an information copy to the PCO, Naval Inventory Control Point, ATTN: (See Block 10.a of the SF33 for name and code), with duplicate copies to NAVICP code <0731> and to the designated testing facility. The envelope shall be clearly marked "DO NOT OPEN IN MAILROOM."
- (C) Such samples shall be delivered to the testing facility in sufficient time prior to the delivery date of the production articles to allow a 165 day period for testing by the laboratory and written notification by the contracting officer of the approval, conditional approval, or disapproval of the samples. In the event the contractor does not receive written notification or approval, conditional approval or disapproval or the samples for a particular production lot within the above stated time frame, the contract delivery schedule shall be equitably adjusted as necessary. Within 120 days of the receipt of the samples, the testing facility shall notify the contracting officer, Naval Inventory Control Point, ATTN: (See block 10 of the SF33 for name and code) of the results of the testing, together with a recommendation for approval or disapproval.
- (D) If the contractor fails to deliver any production lot samples for testing within the time or times specified, or if the contracting officer disapproves any production lot samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.
- (E) In order for a production lot to be acceptable, all samples representative of the lot must pass all of the contract requirements. In the event a sample fails to pass such requirements; the lot will be rejected. In such event, the Government may, at its option, and at no additional cost to the Government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new production lot, or a rework of the rejected production lot if the means and procedures proposed by the contractor for rework are acceptable to the Government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked production lots in the same way as they did to the original production lot.
- (F) For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of the failure of a previous sample to conform to the requirements of the specifications, the contractor shall pay to the Government the costs of reinspection, shipping, examination and retesting by

the Government, and the contractor and his sureties (if any) shall be liable for the amount of such costs.

- (G) All transportation charges incurred in the submission and return of any production lot shall be borne by the contractor.
- (H) Nothing contained in the foregoing provisions of this clause, and no action of the Government in accordance herewith, shall in any way prejudice the right of the Government under the clause of this contract entitled Default.
- 15. ALTERNATE OFFERS Waiver of Production Lot Testing Approval Requirements
- (A) Unless otherwise specified in Section E of this solicitation, the Naval Inventory Control Point reserves the right to waive the Production Lot Testing Approval Requirements specified herein for offerors who have previously furnished IDENTICAL production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of Production Lot Testing Approval Requirements shall submit evidence with its offer establishing that:
 - (I) the last production unit was delivered within three (3) years of the issue date of this solicitation AND
 - (II) the production location to be used for this requirement is the same as used for the previous production run.

Additionally, the offeror shall submit a certification to be executed by the officer or employee responsible for the offer, stating that:

- (I) the articles to be provided will be produced using the same facilities, processes, sequence of operations and approved subcontractors as those previously delivered and accepted by the Government or Original Equipment Manufacturer/Prime Manufacturer, and
- (II) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

(B) In the event waiver of the Production Lot Testing Approval Requirements is granted, the delivery schedule for the production units shall be one hundred and sixty-five (165) days earlier than that which is desired had the waiver not been granted. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers the government.

Offeror's Alternative Proposed Delivery Schedule

(Based on waiver of Production Lot Testing Approval Requirements)

Within Days:		
Item No	Quantity:	After Date of Contract:
16. Mandatory Inspe	ection Requirements:	
		CO) mandatory inspection is required and shall llance and final approval of the cognizant

During production, mandatory inspection is required to be accomplished by the contractor as follows:

- A. Level of Inspection (LOI).
 - 1. Critical characteristics: 100% inspection shall apply.

DCMAO Quality Assurance Representative (QAR).

- 2. Major and Minor characteristics: LOI shall be in accordance with a sampling plan acceptable to the QAR.
- B. Critical characteristics:

P/N: (98897) 1283324-101

Zone F2: Angle 0° 25' +/- 20"

Zone G7: .3750-.3758, 2 holes in line Zone H6: .5000-.5008, 2 holes in line

- C. Major and Minor characteristics
 - 1. Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.
- 17. Quality/Inspection Requirements

The following quality/inspection requirements apply: MIL-I-45208A and paragraphs 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858.

PACKAGING – MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

NOTES - NOT APPLICABLE